

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**

**CONSTRUCTION PROPOSAL
FOR**



FEDERAL AID PROJECT

**STATE PROJECT NO. H.013263
BARGE 305-035:
DRYDOCK FOR USCG EXAM (2019)**

STATEWIDE



Walter E. Millet III
July 17, 2018

STATE PROJECT NO. H.013263

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NOTICE TO CONTRACTORS (11/16)

Electronic bids and electronic bid bonds for the following project will be downloaded by the Louisiana Department of Transportation and Development (LA DOTD) on **Wednesday, September 12, 2018. Paper bids and paper bid bonds will not be accepted.** Electronic bids and electronic bid bonds must be submitted through www.bidx.com prior to the electronic bidding deadline. Beginning at 10:00 a.m., all bids will be downloaded and posted online at <http://wwwapps.dotd.la.gov/engineering/lettings/>. No bids are accepted after 10:00 a.m.

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FEDERAL AID PROJECT NO. H013263

DESCRIPTION: BARGE 305-035: DRYDOCK FOR USCG EXAM (2019)

PARISH: STATEWIDE

TYPE: DRY DOCKING, STEEL REPAIRS, PAINTING, AND RELATED WORK

ESTIMATED COST RANGE: \$250,000.00 - \$500,000.00

The estimated cost range is for informational purposes only and may be subject to change. The bid prices received from bidders will be evaluated based on the actual estimate value, which will be published at bid opening, for award determination.

PROJECT ENGINEER: W. "Butch" Millet, P.E.; Phone: (225) 379-1973
1212 East Hwy. Drive, Baton Rouge, LA 70802

PROJECT MANAGER: Steven Sibley, P.E; Phone: (225) 379-1820
1212 East Hwy. Drive, Baton Rouge, LA 70802

Bids must be prepared and submitted in accordance with Section 102 of the *2016 Louisiana Standard Specifications for Roads and Bridges* as amended by the project specifications, and must include all information required by the proposal.

Prior to the electronic bid submission deadline, ONLINE BIDDER REGISTRATION for each project bid is REQUIRED. Online Bidder Registration may be accessed via the Internet at wwwsp.dotd.la.gov. Select the following options: **BUSINESS Working With DOTD**, then **Project Letting Info**, then **Online Bidder Registration**.

NOTICE TO CONTRACTORS (11/16)

When completed, a registration confirmation notice will be displayed and may be printed by the bidder. When approved for bidding, the bidder's name will be placed on the "List of Prospective Bidders" located on the LA DOTD Internet website. **It is the bidder's responsibility to review the "List of Prospective Bidders" to ensure approval to bid.** If a bidder does not register for a project, the bid will not be accepted by LA DOTD. As per 102.04.5 of the 2016 edition of the *Louisiana Standard Specifications for Roads and Bridges*, no bidders will be approved for bid registration within 24 hours before the bid opening. All bidders must register to bid before that deadline. If further information is required, please contact Mr. Alfonzo Simon, email: Alfonzo.Simon@la.gov, (225) 379-1111, fax : (225) 379-1857.

Plans and proposals are available in electronic format ONLY. All Plans, Proposals, Addenda, Amendments, Letters of Clarification, and Withdrawal Notices will be posted online. **Paper notices will not be distributed.**

Construction proposal information may be accessed via the Internet at wwwsp.dotd.la.gov. From the LA DOTD home page, select the following options: **BUSINESS Working With DOTD**, then **Project Letting Info**. Once the **Construction Letting Information** page appears, find the **Notice to Contractors** box. From the drop down menu, select the appropriate letting date and press the "Go To" button to open the page, which provides a listing of all projects to be let and a **Construction Proposal Documents** link for each project. All project specific notices are found here. **It will be the responsibility of the bidder to check for updates.** Additionally, plans and specifications may be seen at the Project Engineer's office. Upon request, the Project Engineer will show the project site.

All questions concerning the plans shall be submitted via the Electronic Plans Distribution Center known as **Falcon**. All submitted questions will be forwarded by email to the Project Manager and the Project Engineer. Questions submitted within a period of 96 hours prior to the advertised time for the opening of bids, excluding Saturdays, Sundays, and any other legal holidays, may not be answered prior to bidding. Falcon may be accessed via the Internet at wwwsp.dotd.la.gov. From the home page, select **BUSINESS Working With DOTD**, then select **Project Letting Info**. On the Construction Letting Information page, select the link, **DOTD Plans Room (Falcon)**; Login to Falcon (or request an ID if a first-time user). Once logged in, you will have access to view Project Information, submit a question concerning the project, and view the plans. To avoid any suggestion that a potential bidder is using the Falcon system to communicate with other potential bidders, DOTD will not post any question or any statement of fact or opinion not made for the purpose of seeking clarification of plans and/or specifications. Any non-questions posted on falcon will be limited to the statement of an issue considered unresolved by a previous DOTD response.

NOTICE TO CONTRACTORS (11/16)

Bidders assume the responsibility for accessing the Apparent Bid Results and final Bid Results on the Construction Letting Information web page located at wwwapps.dotd.la.gov/engineering/lettings/ to confirm whether they are the apparent low bidder for any given project and the specific due date of Form CS-6AAA. **Apparent Low Bidders on Disadvantaged Business Enterprises (DBE)/Small Business Element (SBE) Goal Projects shall comply fully with the “Required Contract Provisions for DBE/SBE Participation in Federal Aid Construction Contracts (DBE/SBE Goal Project)” contained in Section “G” of the Proposal; and, in accordance therewith, Apparent Low Bidders shall submit the completed Form CS-6AAA and Attachments to the LA DOTD Compliance Programs Office.** The award of the contract will be electronically submitted to the successful low bidder on each project.

The U. S. Department of Transportation (DOT) operates a toll free "Hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should call 1-800-424-9071. All information will be treated confidentially and caller anonymity will be respected.

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GENERAL BIDDING REQUIREMENTS (11/16): The specifications, contract and bonds governing the construction of the work are the 2016 Edition of the Louisiana Standard Specifications for Roads and Bridges, together with any supplementary specifications and special provisions attached to this proposal.

Bids shall be prepared and submitted in accordance with Section 102 of the Standard Specifications.

The plans herein referred to are the plans approved and marked with the project number, route and Parish, together with all standard or special designs that may be included in such plans.

The bidder declares that the only parties interested in this proposal as principals are those named herein; that this proposal is made without collusion or combination of any kind with any other person, firm, association, or corporation, or any member or officer thereof; that careful examination has been made of the site of the proposed work, the plans, Standard Specifications, supplementary specifications and special provisions above mentioned, and the form of contract and payment, performance, and retainage bond; that the bidder agrees, if this proposal is accepted, to provide all necessary machinery, tools, apparatus and other means of construction and will do all work and furnish all material specified in the contract, in the manner and time therein prescribed and in accordance with the requirements therein set forth; and agrees to accept as full compensation therefore, the amount of the summation of the products of the quantities of work and material incorporated in the completed project, as determined by the engineer, multiplied by the respective unit prices herein bid.

It is understood by the bidder that the quantities given in this proposal are a fair approximation of the amount of work to be done and that the sum of the products of the approximate quantities multiplied by the respective unit prices bid shall constitute gross sum bid, which sum shall be used in comparison of bids and awarding of the contract.

The bidder further agrees to perform all extra and force account work that may be required on the basis provided in the specifications.

The bidder further agrees that within 15 calendar days after the contract has been transmitted to him, he will execute the contract and furnish the Department satisfactory surety bonds.

If this proposal is accepted and the bidder fails to execute the contract and furnish bonds as above provided, the proposal guaranty shall become the property of the Department; otherwise, said proposal guaranty will be returned to the bidder; all in accordance with 103.04.

MANDATORY ELECTRONIC BIDS AND ELECTRONIC BID BONDS SUBMISSION (11/16): This project requires mandatory electronic bidding. All Specifications, whether Standard, Supplemental or Special Provisions, are hereby amended to delete any references regarding paper bids and the ability to submit paper bid forms.

The contractor shall register online to be placed on the Louisiana Department of Transportation and Development (LA DOTD) prospective bidders list or for information only list.

Modifications to proposal documents will be posted on the Department's website at the following URL address: <http://wwwapps.dotd.la.gov/engineering/lettings/>.

LA DOTD shall not be responsible if the bidder cannot complete and submit a bid due to failure or incomplete delivery of the files submitted via the internet.

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DBE/SBE PARTICIPATION IN FEDERAL AID CONSTRUCTION CONTRACTS

(11/16): This project has not been selected for a specific DBE/SBE Goal. The contractor shall meet the obligations of the Required Contract Provisions for DBE/SBE Participation in Federal Aid Construction Contracts contained elsewhere herein.

BUY AMERICA PROVISIONS (11/16): Pursuant to the "Buy America Provisions" of the Surface Transportation Assistance Act (STAA) of 1982 as promulgated by current FHWA regulation 23 CFR 635.410 and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) amendment to (STAA), all steel and iron materials permanently installed on this project shall be manufactured, including application of a coating, in the United States, unless a waiver of these provisions is granted. Coating includes all processes which protect or enhance the value of the material to which the coating is applied. The request for waiver must be presented in writing to the Department by the contractor. Such waiver may be granted if it is determined that:

(1) The application of Buy America Provisions would be inconsistent with the public interest or;

(2) Such materials are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.

Minimal use of foreign steel and iron materials will be allowed without waiver provided the cost of these materials does not exceed 0.1 percent of the total contract cost or \$2,500, whichever is greater; however, the contractor shall make written request to the Chief Construction Division Engineer for permission to use such foreign materials and shall furnish a listing of the materials, their monetary value, and their origin and place of production.

The burden of proof for the origin and place of production and any request for waiver is the responsibility of the contractor.

Prior to the use of steel and iron materials in the project, the contractor shall furnish Mill Test Reports to the engineer for such steel and iron materials, accompanied by a certification stating that the Mill Test Reports represent the steel and iron materials to be furnished and that such materials were produced and fabricated in the United States.

Pig iron and processed, pelletized, and reduced iron ore are exempt from the Buy America Provisions.

CARGO PREFERENCE ACT OF 1954 (CPA) (11/16): Where applicable, the contractor must comply with all requirements of the Cargo Preference Act of 1954, as amended, and with its implementing regulations in 46 CFR 381. The provisions of 46 CFR 381.7(a)-(b) are hereby incorporated by reference into this contract.

SANITARY, HEALTH AND SAFETY PROVISIONS (11/16): 107.06 of the 2016 Standard Specifications is amended to include the following requirements.

If the contractor provides an Emergency, Health and Safety (EHS) plan during the preconstruction conference, all Department employees assigned to the project shall comply with the plan while on or adjacent to the job site. The contractor shall not be liable under 107.17 for bodily injuries, death, or damages sustained by the Department, or by any Department employee, due directly to the Department employee's failure to abide by the EHS plan provided by the contractor.

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CONTRACTOR'S PAYROLLS (11/16): Subsection 107.26 is amended as follows. The minimum wage rate determinations of the Davis-Bacon Act do not apply to this project.

DETERMINATION AND EXTENSION OF CONTRACT TIME (11/16): Subsection 108.07, Determination and Extension of Contract Time, is amended to include the following.

The contractor shall document for each month of scheduled construction, the occurrence of adverse weather conditions having an impact on controlling items of work. An adverse weather day is a previously scheduled or normally scheduled work day on which rainfall, wet conditions or cold weather will prevent construction operations on the controlling work activity from proceeding for at least 5 continuous hours of the day or 65 percent of the normal work day, whichever is greater, with the normal working force engaged in performing the controlling item of work. If the contractor submits a written request for additional contract time due to adverse weather conditions, the contractor's request will be considered only after the Department agrees with the days and then only for adverse weather days in excess of the allowable number of days per month stated below. Adverse weather days will be documented by the Engineer and agreed upon monthly. Adverse weather days will be prorated for partial months when a work order or final inspection is issued other than the first or last of the month and agreed to by the Department. If the contractor is being considered for disqualification by the Department, an equitable adjustment in contract time may be made at the end of the original contract period, including all days added by approved change orders. Contract time will be adjusted by comparing the actual number of adverse weather days to the statistical number of adverse weather days over the specific time period per the table below. The resulting number of adverse weather days will be multiplied by 1.45 to convert to calendar days. Adjustments for adverse weather cannot result in a contract time reduction. Once adjusted, a new adverse weather day accounting will begin using the adverse weather conditions having an impact on the controlling items of work, in excess of the allowable number of days per month stated below. A second and final contract time adjustment will then be done at the final acceptance of the project. An adjustment in the contract time due to adverse weather will not be cause for an adjustment in the contract amount. There will be no direct or indirect cost reimbursement for excess adverse weather days.

The following are anticipated adverse weather days that the contractor shall include in each month of his calendar day construction schedule.

January	10 days	May	5 days	September	4 days
February	9 days	June	6 days	October	3 days
March	8 days	July	6 days	November	7 days
April	7 days	August	5 days	December	7 days

PAYMENT ADJUSTMENT (11/16): Section 109, Measurement and Payment of the Standard Specifications is amended to add the following.

This project is not designated for payment adjustments for asphalt cements or fuels.

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**BARGE 305-035: DRYDOCK FOR USCG EXAM
(2019)**

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SPECIAL PROVISIONS**

TECHNICAL SPECIFICATIONS

INTENT

It is the intent of these specifications to describe dry-docking of the Louisiana Department of Transportation and Development (DOTD) Ferry Barge 305-035 for its 5 year USCG examination. All work shall be complete in all respects, tested to the satisfaction of the U. S. Coast Guard (USCG), and the Louisiana Department of Transportation and Development (DOTD).

PRE-BID SITE VISIT

It is the responsibility of the contractor to the make an onboard survey of the vessel to familiarize themselves with the existing arrangements, physical conditions, space limitations, nature and extent of the work to be done and shall verify all measurements necessary to complete the work.

The pre-bid site visit can be arranged through Mr. Byron Tullier (225) 573-8862.

PARTICULARS OF VESSEL

- Length Overall = 80'
- Breadth = 26'
- Depth = 3.8'
- Official Number = 511973
- Gross Tonnage = 68 tons

UNITED STATES COAST GUARD

The Contractor shall act as the Department's agent and shall be responsible for obtaining USCG approval of the systems installed prior to actual installation. The department shall bear no responsibility for the contractor's failure to obtain these approvals prior to installation. All necessary stenciling, labeling, instruction plates, etc. are to be furnished and installed. The contractor shall obtain USCG approval of all drawings, schematics, etc. as required. Two (2) copies of all correspondence with the United States Coast Guard are to be furnished to the DOTD. Two (2) copies of operating manuals of equipment furnished are also to be furnished to the DOTD.

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MATERIAL, WORKMANSHIP AND EQUIPMENT

The Contractor shall use only materials that comply with the U.S. Coast Guard Regulations. Equipment shall be new, of good quality and must meet the requirements of the U.S. Coast Guard, where applicable.

The Contractor shall perform all work in accordance with good marine practice. All steelwork shall be smooth and fair with no protruding sharp edges. All machinery or equipment shall be installed in accordance with the manufacturer's recommendations. Any disturbance of existing areas, either in conjunction with, or incidental to, work to be performed shall be returned to original status.

Hot work resulting in damage to any components, such as machinery or electronics, will be the Contractor's responsibility to replace.

All new equipment, including paint products, shall have documentation be submitted in writing to LADOTD Representative before acceptance, application or installation.

All equipment and material provided by the contractor shall be suitable for the intended use and shall be furnished with all necessary hardware and components. The contractor shall be responsible for all modifications or fabrications necessary for proper installation and operation of the equipment. All equipment and materials shall be new unless otherwise specified.

The Contractor shall provide any and all equipment (i.e. lifting equipment, welding machines, oxyacetylene systems, etc.) and facilities (i.e. lighting, scaffolding, etc.) necessary to complete the work.

On all installations or removals, that require electrical, piping, plumbing, machinist, joiner carpenter, mechanic, ironworkers, welders, painters, equipment operators, laborers etc., it shall be the Contractor's responsibility to supply all material necessary to complete an effective job, unless such materials are specifically identified in the work items being supplied by LADOTD.

Any material and equipment that is declared salvageable by the project engineer shall remain property of the department and shall be stored at a location as directed by the project engineer. The remaining material and equipment shall become the property of the contractor and shall be removed and disposed of by the contractor at no direct pay.

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VERIFICATION BY CONTRACTOR

The Contractor shall be responsible for verifying all existing physical conditions, dimensions, length, quantities, sizes and shapes provided in the specifications and drawings. Dimensions, lengths, quantities, etc., provided in the specifications and drawings, are for guidance only and shall not relieve the Contractor of his responsibility to check and verify it. Existing paint millage shall be Contractor determined.

MANUFACTURER'S REPRESENTATIVE

Whenever the specifications require that work be performed or accomplished under the supervision or direction of the manufacturer's representative; such manufacturer's representative shall be required to be present during the opening up, repair, closing up and testing of the work. Further, unless otherwise specified, the cost of such supervision or direction shall be borne by the Contractor and the manufacturer's representative shall be the agent of the Contractor with respect to liability and responsibility.

GAS FREE CERTIFICATE

The Contractor shall obtain **at his expense** and furnish a copy of the "gas free" or "safe for hot work" certificate to the Engineer before any hot work is done in the engine spaces or other locations on the ship where hot work is to be performed.

WASTE REMOVAL

All waste including: dirt, grit, garbage, debris, oil, water ballast, oil for disposal, bilge water (oily or clean), super chlorinated water, treated water ballast, grease, etc., resulting from work in these specifications shall be removed from the ship by the Contractor on a daily basis in accordance with the requirements of Local, State, or Federal Government Agencies.

FIRE WATCH

The Contractor shall provide an adequate fire watch with approved fire extinguishers, in the vicinity of hot work performed by the Contractor until all danger of fire has passed. All materials that constitute a fire hazard shall be removed and restored upon completion of work or adequately protected.

Contractor's attention is directed to City and State Regulations on Welding Burning and Fire Watches. Ship's extinguishes shall not be used for fire watch.

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GROUNDING

All exposed non-current carrying parts of lighting fixtures, receptacles and panels must be mounted so as to establish a positive ground with the vessel's hull.

CABLE INSTALLATION

The Contractor shall utilize existing wire ways wherever possible for new cable installations. Cables, when run in a group, shall be supported in metal hangers. Single cables may be supported to single hole clips.

Cables shall be hung from all decks and bulkheads to avoid excessive heat and moisture. All cable hangers, stools, etc., shall be spaced not more than 14 inches apart horizontally and not more than 18 inches apart vertically. Cable clips or straps shall secure the cable to the metal supports without damage to the cable.

Where cables pass through watertight decks or bulkheads, or enter lighting fixtures or receptacles, stuffing tubes shall be installed. Sealing compound shall be applied around cables where they enter stuffing tubes. Where cables pass through non-water tight decks or bulkheads, cables shall be amply supported to prevent chafing from vibration during operation of the vessel.

All weather deck penetrations for electrical cables shall be stub tube from the deck weld to the connection box with hard pipe. Utilize armored cable from the connection box to the light receptacle or end use component.

Additionally, any omission of required items not specified but necessary to install a functionally operable system remains the responsibility of the contractor.

PROTECTION OF EXISTING EQUIPMENT

The Contractor is to take all necessary precautions to protect all existing machinery and equipment from damage due to work required by these specifications. Final acceptance will be made only upon the satisfaction of the Department of Transportation and Development that such equipment has not been damaged or tampered with. Any equipment that has been damaged or tampered with is the responsibility of the Contractor. Damaged electrical cable resulting from Contractor's work will be replaced at the Contractor's expense.

REASSEMBLY OF DISASSEMBLED UNITS

The Contractor shall, unless otherwise specifically directed, reassemble all units such as machinery, equipment and fixtures, manhole covers and access plates, specified to be opened for inspection, survey or repairs. Any certifiable units disassembled shall be recertified by a qualified technician.

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SHOP DRAWINGS AND SUBMITTALS

The contractor shall submit complete manufacturer's data on all new equipment and materials to the Engineer for approval prior to ordering material or commencing work on this item. The contractor shall also submit a drawing detailing the entire installation including mounting and all mechanical and electrical connections. Six (6) sets of shop drawings are to be submitted to Engineer for review. Contractor is to provide three (3) copies of owners/operators/installation manual (including parts' drawings/lists) of any equipment, fittings, etc. installed during the dry-docking. These drawings, brochures, and blue prints are to be supplied as part of this contract. For items requiring U.S.C.G. approval, the Contractor shall obtain the necessary approval and written certification of the approval shall be provided to the Engineer.

DRAWINGS BY CONTRACTOR

Drawings shall be made in accordance with LSSRB (Louisiana Standard Specifications for Roads and Bridges), 2016 Edition, Section 801. Prior to final acceptance, all "As Built" drawings are required to be received by LADOTD, reviewed and returned stamped "Accepted in accordance with LSSRB 105.02".

TESTING AND ACCEPTANCE OF THE WORK

All work shall be performed to the satisfaction of the owner. All equipment shall be furnished, installed and tested to the satisfaction of the owner.

Test will include but are not limited to all alarms, emergency equipment, pressure testing of voids, electrical systems, ramps, spuds and all machinery. The contractor will also facilitate LADOTD performing a stability test by furnishing the calibrated weights, required equipment and labor.

No portion of the work either listed herein or to be negotiated within the scope of these specifications shall be considered complete until approved by the owner. No work shall be sealed or otherwise hidden until such approval has been obtained.

If testing is required to evaluate some portion of the work such testing shall be done to the satisfaction of the owner. The contractor shall furnish any and all services, equipment, material, fuels, fluids and competent personnel necessary to operate machinery and conduct the tests. At the discretion of the owner, the tests may be conducted at either the contractor's facility or at the Plaquemine West Bank ferry landing.

All costs associated with any testing, including, but not limited to, preparation, fluids, supplies, connections, equipment, materials, personnel, clean up and reassembly shall be at the contractor's expense. All deficiencies shall be corrected prior to final acceptance.

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OWNER FURNISHED EQUIPMENT

If, as part of the work associated with a work item, the owner is to furnish equipment or machinery, the owner shall deliver such items to the contractor's facility. The contractor shall furnish, at his expense, all necessary rigging, equipment and labor required to remove such items from the owner's vehicle.

The contractor shall specifically be responsible for all associated and incidental costs, including, but not limited to, labor, materials, crane services, transportation, insurance, protection and security of the owner furnished items until delivery of the vessel is completed.

The following is a listing of those items of equipment or machinery specifically identified as being owner furnished. This listing is strictly and solely for contractor guidance in preparation for his bid. The exact manufacturer and model to be furnished shall be detailed at a later date.

1. None

CLEANUP

Upon completion of the work required by these specifications, the Contractor is required to refurbish or return the vessel to the "As-was status" which existed prior to commencing the work.

WORK ITEM DESCRIPTIONS

The following scope of work describes the separate items that are required to be done to the vessel during this modification. It is to be understood by the Contractor that the following applies to each and every item unless specially noted otherwise.

*The Contractor is to provide all labor, material, special equipment, make all removals and restorations, remove and replace interference and rig and unrig as found necessary in the course of accomplishing the following work items.

*The Contractor shall make all disassembles and subsequent reassembles to accomplish the following work items.

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PAY ITEMS

DRY-DOCKING

The Contractor shall haul the vessel out on a suitable dry-dock, marine railway, or graving dock. The vessel shall be held on dry-dock sufficient time to allow for completion of all necessary underwater hull work as required by these specifications. The Contractor is to provide all necessary tug boats for shifting, cranes and other equipment essential to the shifting, docking and undocking of the vessel.

The vessel is to be shifted on the blocks for inspection of the entire underwater portion of the vessel.

All necessary services including but not limited to the following shall be provided: Shore power, fresh water, and trash disposal. The contractor shall provide a safe and convenient means of boarding the vessel at all times. Ladders will not be permitted.

Because of the U.S. Coast Guard inspection, there must be a minimum 3' (three feet) of clearance under the hull of the vessel.

All costs associated with Dry Dock shall be measured as a lump sum, and payable under the following item:

NS-FBT-00340	Dry Docking	Lump Sum
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DRYDOCK INSPECTION

The Contractor shall conduct a Coast Guard inspection when the work is complete. The Contractor shall perform dry dock inspection of barge inter structure, outer condition, and condition under aprons. The Contractor shall be responsible for notifying the local USCG Inspection Office and coordinating with the DOTD Representative on a suitable time or times for inspection. The Contractor shall inspect all void suction prior to Coast Guard inspection, and replace any piping needed.

All removals opening of man-ways, through hull fittings, tanks, lockers, rooms, voids, lamps and lights, boxes, tanks, etc., shall be the responsibility of the contractor.

The Contractor shall also provide personnel and equipment, as required, to assist the USCG and the DOTD personnel in performing the dry-dock examination.

All through hull fittings shall be opened and dismantled for USCG inspection. All removals required to accomplish the above shall be reinstalled as original upon completion of any repairs and/or inspections.

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The Contractor shall clean all void for USCG inspection. See pay item NS-FBT-01480 “Void & Ballast Compartment Treatment & Painting”.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Dry-Dock Inspection shall be measured as a lump sum, and payable under the following item:

NS-FBT-00360	Dry Docking Inspection	Lump Sum
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SONIC GAUGING

The hull shall be sonic gauged for thickness and uniformity according to the USCG requirements governing gauging of metals. A detailed drawing showing the gauge readings shall be submitted by the Contractor to the DOTD.

The gauge reading spacing shall be as follows:

Deck- Side- side every 5 feet, forward to aft every 10 feet.

Bottom- Same as Deck; gauge all struts.

Sides- Two (2) shots vertically: 1 foot down from deck and 1 foot up from bottom, every 20 feet forward to aft.

Bottom Knuckle-One shot every 10 feet forward to aft. Care is to be taken not to gauge on frames or laps.

Care is to be taken not to gauge on frames or laps. The Contractor shall include in this item a minimum of 20 random gauge readings in addition to the readings required above which will be taken in alternative areas selected by the LADOTD Representative and/or areas deemed necessary by the USCG. After all gauge readings are completed the contractor shall supply the LADOTD Representative with a comprehensive, type written, outline of the gauge readings as laid out on the vessels hull. The report will be used by the Engineer to locate any areas of steel requiring repair. The readings and report shall be complete prior to the USCG inspection and prior to commencement of any steel repair work.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Sonic Gauging shall be measured as a lump sum, and payable under the following item:

NS-FBT-01440	Sonic Gauging	Lump Sum
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ANODES

Upon dry-docking, the anodes shall be inspected by the DOTD Representative. The Contractor shall include in his price proposal for this item the complete replacement (including clips) of ten (10), 24 pound, double strap, zinc anodes.

However, a decrease change order shall be issued if any of the anodes are found not to require changing.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Anodes shall be measured as a lump sum, and payable under the following item:

NS-FBT-00100	Anodes	Lump Sum
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HULL PAINTING

HULL TO WATERLINE & WATERLINE TO DECK

The barge shall be shifted on blocks for cleaning and painting areas in way of the blocks. All anodes are to be adequately protected from sand blasting operations. The Contractor shall abrasive blast the entire hull area to the water line and from the waterline to the deck to a SSPC SP-6 commercial blast, blow down utilizing clean moisture free air.

All corroded areas shall be blasted to SSPC SP-6 commercial blast. For purposes of submitting a bid, the Contractor shall assume 10% of the surface area to be painted will require "Near White Metal Cleaning".

The Contractor shall assure surfaces are clean, moisture free and free of any contamination prior to any application. The Contractor shall maintain surface preparation and apply the following system or an approved equivalent. All coatings shall be applied in strict accordance with manufacturer's recommendations.

HULL TO WATER LINE & WATERLINE TO DECK COATING SPECIFICATION

<u>COAT</u>	<u>MATERIAL DESCRIPTION</u>	<u>MIN. DFT (MILS)</u>
Full	KHA303/KHA062 International Intertuf 262 "Red" (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/9.5 mils wet (based on material utilization without solvent or thinner)
Full	KHK705/KHA062 International Intertuf 262 "Haze Grey", (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/8.3 mils wet (based on material utilization without solvent or thinner)

1. *Assure all surfaces are clean and moisture free prior to any application.*
2. *No coating shall be applied when the substrate temperature is within 5 degrees F of the dew point and/or the relative humidity exceeds 85%.*
3. *Properly combine and mix all two (2) component materials (mechanically) prior to any application.*
4. *Recommended wet/dry film thickness are based on material utilization without solvent or thinner.*

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5. *Apply all coatings in strict accordance with manufacturer's recommendations.*
6. *Overcoating times are based on the ambient temperature of 77 degrees F with a relative humidity of 55%.*
7. *Reference to a specific paint manufacturer/product is intended to denote the quality of the product and not to specifically exclude other acceptable Owner approved equals.*

All costs associated with Hull Painting shall be measured as a lump sum, and payable under the following item:

NS-FBT-00540

Hull Painting

Lump Sum

BULWARK AND DECK PAINTING

BULWARK, DECK, GATES, MANHOLES, & APRON/CAR RAMP PAINTING

The contractor shall pressure wash and thoroughly clean the deck and bulwarks (railings & towers) including the aprons/car ramps, diamond tread deck plate, interior and exterior railings, all deck fittings, vents, automobile gates, interior and exterior of life jacket boxes (4), to the waterline of all dirt, mud, algae, mildew etc. All areas described above are to be included in the bulwark and deck painting. Discuss with LADOTD Representative on the final color of these items. The contractor shall abrasive blast all these areas to SSPC SP-6 "Commercial Blast" and then blow down to remove all residual debris utilizing clean moisture-free air. All corroded areas (areas with moderate to severe rusted or scaled surfaces including corroded welds) shall be blasted to SSPC SP-10 "Near White Blast".

The contractor shall apply an overcoat of two (2) 6" wide yellow stripes and one (1) 3" wide yellow stripe the full length of the deck plus ramps. The contractor shall also overcoat all gates (personnel and vehicle), deck fittings, and manholes (this shall include the top and bottom of the manhole cover and the manhole mounting ring) yellow.

The contractor shall assure surfaces are clean, moisture free and free of any contamination prior to any application. The contractor shall maintain surface preparation and apply the following specified coats. All coatings are to be applied in strict accordance with manufacturer's recommendations. Deck painting shall include the underside and coamings of all manholes.

Bulwark, Deck (Except Diamond Tread), Gates, Manholes, & Apron/Car Ramp Paint System Specification

<u>COAT</u>	<u>MATERIAL DESCRIPTION</u>	<u>MIN DFT (MILS)</u>
Full	KHA303/KHA062 International Intertuf 262 "Red" (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/9.5 mils wet (based on material utilization without solvent or thinner)
Full	KHK705/KHA062 International Intertuf 262 "Haze Grey", (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/8.3 mils wet (based on material utilization without solvent or thinner)
Stripe/ Full	PHB134/PHA046 International Interthane 990 "Yellow", (allow min 6.0 hrs dry time) directly over Haze Grey, Thinner solvent GTA056	2.0 mils dry/3.5 mils wet (based on material utilization without solvent or thinner)

1. *Assure all surfaces are clean and moisture free prior to any application.*
2. *No coating shall be applied when the substrate temperature is within 5 degrees F of the dew point and/or the relative humidity exceeds 85%.*
3. *Properly combine and mix all two (2) component materials (mechanically) prior to any application.*
4. *Recommended wet/dry film thickness are based on material utilization without solvent or thinner.*

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5. *Apply all coatings in strict accordance with manufacturer's recommendations.*
6. *Overcoating times are based on the ambient temperature of 77 degrees F with a relative humidity of 55%.*
7. *Reference to a specific paint manufacturer/product is intended to denote the quality of the product and not to specifically exclude other acceptable Owner approved equal*

Diamond Tread on Deck & Diamond Tread on Ramp Paint System Specification

<u>COAT</u>	<u>MATERIAL DESCRIPTION</u>	<u>MIN DFT (MILS)</u>
Full	KHK705/KHA062 International Intertuf 262 "Haze Grey", (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/8.3 mils wet (based on material utilization without solvent or thinner)
Full	KHA303/KHA062 International Intertuf 262 "Red" (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/9.5 mils wet (based on material utilization without solvent or thinner)
Stripe/ Full	PHB134/PHA046 International Interthane 990 "Yellow", (allow min 6.0 hrs dry time) directly over Red, Thinner solvent GTA056	2.0 mils dry/3.5 mils wet (based on material utilization without solvent or thinner)

1. *Assure all surfaces are clean and moisture free prior to any application.*
2. *No coating shall be applied when the substrate temperature is within 5 degrees F of the dew point and/or the relative humidity exceeds 85%.*
3. *Properly combine and mix all two (2) component materials (mechanically) prior to any application.*
4. *Recommended wet/dry film thickness are based on material utilization without solvent or thinner.*
5. *Apply all coatings in strict accordance with manufacturer's recommendations.*
6. *Overcoating times are based on the ambient temperature of 77 degrees F with a relative humidity of 55%.*
7. *Reference to a specific paint manufacturer/product is intended to denote the quality of the product and not to specifically exclude other acceptable Owner approved equal*

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Bulwark, Deck, and Apron Painting shall be measured as a lump sum, and payable under the following item:

NS-FBT-00160	Bulwark and Deck Painting	Lump Sum
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VOID COMPARTMENT TREATMENT

All surfaces of the voids and ballast compartments will be thoroughly cleaned of dirt, mud, algae and mildew. The contractor shall pressure wash all surfaces. Painting in the void compartment areas will be limited to specified locations which need to be addressed. These areas include, but may not be limited to the following:

- Areas of advanced corrosion in the void compartments.
- Areas of paint degradation and loss of adhesion in the void compartments.
- Other areas as necessary upon visual examination.
- Underside of new diamond tread deck plate.

A final determination on the specific areas to be cleaned and painted will be as determined by the DOTD representative upon full inspection. For bid purposes, the Contractor shall assume an estimate of **3,500** square feet for Void Compartment Painting.

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All corroded areas shall be blasted to SSPC SP-10 near white blast and all areas to be painted will be blasted to a minimum of SSPC SP-6 “commercial blast”. The contractor shall assure surfaces are clean, moisture free and free of any contamination prior to any application. The contractor shall maintain surface preparation and apply or a DOTD approved equivalent all coatings in strict accordance with manufacturer’s recommendations.

Void Compartment Paint System Specification

<u>COAT</u>	<u>MATERIAL DESCRIPTION</u>	<u>MIN DFT (MILS)</u>
Spot	KHA303/KHA062 International Intertuf 262 “Red” (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/9.5 mils wet (based on material utilization without solvent or thinner)
Spot	KHK705/KHA062 International Intertuf 262 “Haze Grey”, (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/8.3 mils wet (based on material utilization without solvent or thinner)

1. *Assure all surfaces are clean and moisture free prior to any application.*
2. *No coating shall be applied when the substrate temperature is within 5 degrees F of the dew point and/or the relative humidity exceeds 85%.*
3. *Properly combine and mix all two (2) component materials (mechanically) prior to any application.*
4. *Recommended wet/dry film thickness are based on material utilization without solvent or thinner.*
5. *Apply all coatings in strict accordance with manufacturer’s recommendations.*
6. *Overcoating times are based on the ambient temperature of 77 degrees F with a relative humidity of 55%.*
7. *Reference to a specific paint manufacturer/product is intended to denote the quality of the product and not to specifically exclude other acceptable Owner approved equal*

Upon completion of any steel repairs in way of the compartments, and prior to any paint system application, all compartments shall be air pressure tested.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Void Compartment Treatment shall be measured as a lump sum, and payable under the following item:

NS-FBT-01480	Void & Ballast Compartment Treatment & Painting	Lump Sum
	(3,500 Square Feet of Painting)	

MISCELLANEOUS STEEL REPAIRS

The contractor shall replace, complete in all aspects, damaged and/or deteriorated steel in the vessel at random locations as directed by the owner. The contractor shall quote such miscellaneous steel repairs on a price per pound basis.

The Owner shall designate the area of steel as being the smallest rectangle or square that can be cut from new plate which shall fit over the damaged or deteriorated area. The steel with shall be computed using the area so determined and the replacement plating unit weight. The weight of shapes and piping shall be calculated using actual linear measurement.

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SPECIAL PROVISIONS

Areas possibly needing miscellaneous steel repairs are:

- Footings for ramp towers i.e. doubler plate if permitted by USCG or inserts
- Padeyes on the ramp towers to be replaced with a larger, double eyed padeye
- Ramp hinge padeyes
- Lifeboat support framing
- Handrail or cable supports
- Fire pump containment tray or trays
- Additional structural framing

The miscellaneous steel repair price per pound shall include all surface treatment. Also it shall include all removals necessary. Disposition of all steel removed shall be as directed by the Owner. Whenever the Owner directs that such removed steel is to be scrapped, the Contractor shall properly dispose of such steel.

For comparison of the bids only, the DOTD shall take the **bidders rate per pound for such repairs** and multiply it times 3,000 pounds. That total shall be used in evaluation of the bid. **Price the rate per pound only on the bid sheet.** The Contractor shall not extend the price as a lump sum. The Contractor shall note that payment shall be only for actual steel work done only at the direction of the Owner at the unit prices bid herein.

Any additional repair work required as result of the above will be negotiated as a separate change order.

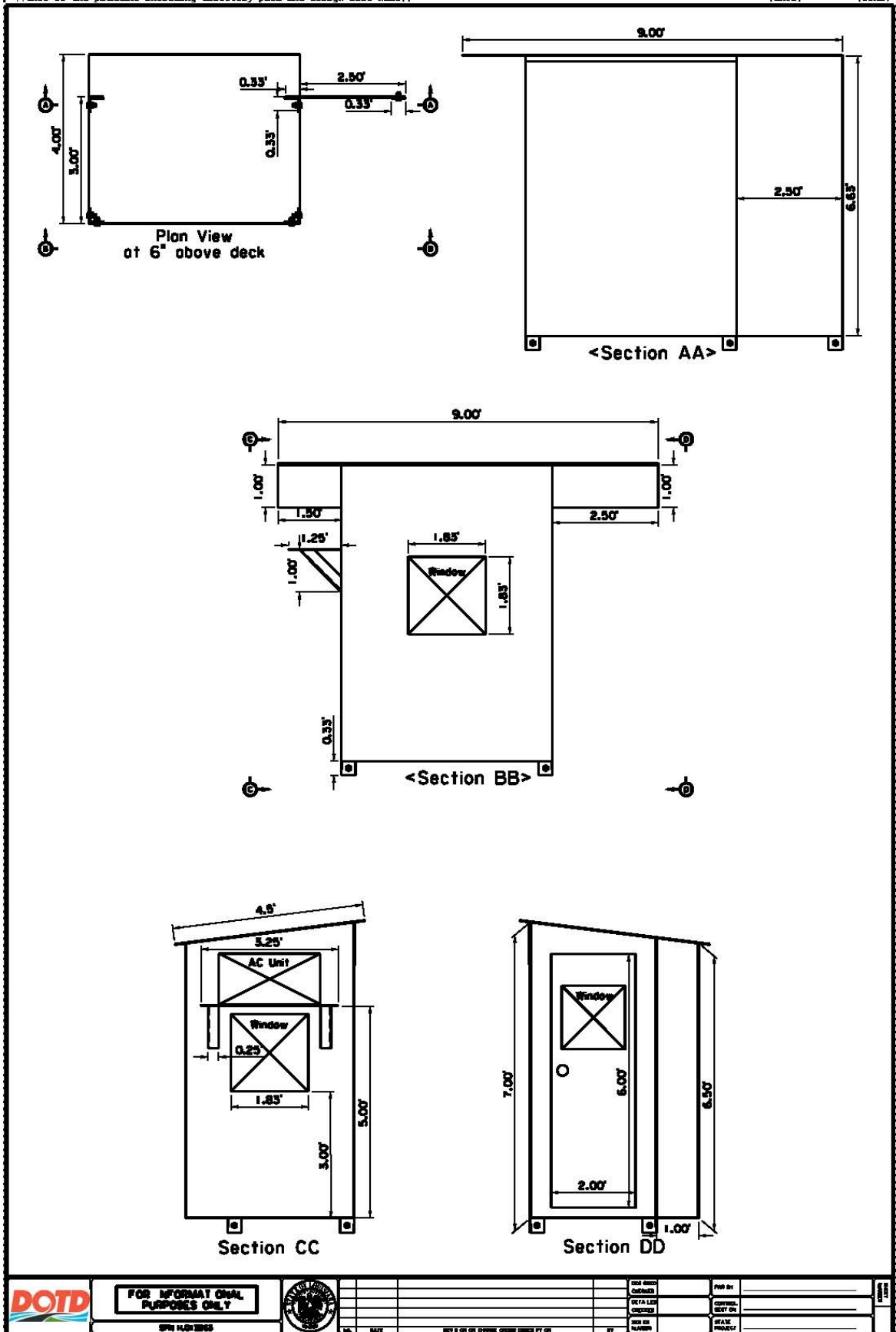
All costs associated with Miscellaneous Steel Repairs shall be measured on a per lb. basis, based on 3,000 lbs. and payable under the following item:

NS-FBT-00741	Miscellaneous Steel Repairs	Per LB – Pound	Qty: 3,000
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MISCELLANEOUS STEEL REPAIRS (DECKHOUSE)

The contractor shall remove the existing deckhouse, un-install all electrical components currently located in the deckhouse, fabricate a new deckhouse, install the new deckhouse & re-install all electrical components currently located in the deckhouse. Refer to the sketches below for conceptual drawings. The sketches do not illustrate the internal plate shelves or seating, the contractor shall allow and include eight (8) square feet of shelving and seven (7) square feet of seating. The LADOTD representative will designate the location of the shelving and seating in this pay item. The contractor shall be responsible for all for all framing & gusseting needed to properly construct the deckhouse. The deckhouse will be elevated 4" above the deck and installed via four (4) bolted footings. The contractor shall use a minimum of 3/16" plate for the construction of the deckhouse. The contractor shall supply and install two (2) 22"x22" windows and an aluminum door with a fixed 15"x15" window. See sketches below.

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SPECIAL PROVISIONS



	FOR INFORMATIONAL PURPOSES ONLY STATE PROJECT NO. H.013263		DATE: _____ BY: _____		FOR: _____ CHECKED: _____ DESIGNED: _____	PWD BY: _____ REVIEWED BY: _____ SCALE: _____	SHEET NO. _____ OF _____
			REV 1: _____		DATE: _____ BY: _____	FOR: _____ CHECKED: _____ DESIGNED: _____	

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The miscellaneous steel repair (Deckhouse) price shall include all surface treatment.

All surfaces of the deckhouse shall be blasted to SSPC SP-10 near white blast. The contractor shall assure surfaces are clean, moisture free and free of any contamination prior to any application. The contractor shall maintain surface preparation and apply or a DOTD approved equivalent all coatings in strict accordance with manufacturer's recommendations.

Deckhouse Paint System Specification

<u>COAT</u>	<u>MATERIAL DESCRIPTION</u>	<u>MIN DFT (MILS)</u>
Full	International Cathacoat 302H Green (Devoe - DC302H) "Green" (allow min. 1.0 hours – 90 days max prior to over coat) Thinner solvent T-10	3.3 mils dry/4.2 mils wet (based on material utilization without solvent or thinner)
Full	KHA303/KHA062 International Intertuf 262 "Red" (allow min 8.0 hrs – max 30 days prior to over coat) Thinner solvent GTA220	6.0 mils dry/9.5 mils wet (based on material utilization without solvent or thinner)
Full	PHK705/PHA046 International Interthane 990 "Haze Grey", (allow min 8.0 hrs dry prior to over coat) Thinner solvent GTA056	3.0 mils dry/4.9 mils wet (based on material utilization without solvent or thinner)

1. *Assure all surfaces are clean and moisture free prior to any application.*
2. *No coating shall be applied when the substrate temperature is within 5 degrees F of the dew point and/or the relative humidity exceeds 85%.*
3. *Properly combine and mix all two (2) component materials (mechanically) prior to any application.*
4. *Recommended wet/dry film thickness are based on material utilization without solvent or thinner.*
5. *Apply all coatings in strict accordance with manufacturer's recommendations.*
6. *Overcoating times are based on the ambient temperature of 77 degrees F with a relative humidity of 55%.*
7. *Reference to a specific paint manufacturer/product is intended to denote the quality of the product and not to specifically exclude other acceptable Owner approved equal*

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Miscellaneous Steel Repairs shall be measured as a lump sum, and payable under the following item:

NS-FBT-00740 Miscellaneous Steel Repairs (Deckhouse)

Lump Sum

MISCELLANEOUS STEEL REPAIRS (Diamond Tread Deck Inserts)

The Contractor shall provide labor and materials to install two (2) runs of 1/2" thick diamond tread plate to the deck. The plate will be placed in two (2) runs each three feet (3') wide and eighty feet (80') long in the location specified by the LADOTD Representative.

The miscellaneous steel repair (Diamond Tread Deck Inserts) price shall include all surface treatment.

Refer to "**Bulwark and Deck Painting**" paint specification for coating material description with the exception that the diamond tread deck inserts shall be blasted to SSPC SP-10 near white blast unless pre-primed steel is used.

**STATE PROJECT NO. H.013263
SPECIAL PROVISIONS**

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Miscellaneous Steel Repairs (Diamond Tread Deck Inserts) shall be measured as a lump sum, and payable under the following item:

NS-FBT-00740 Miscellaneous Steel Repairs (Diamond Tread Deck Inserts) Lump Sum

MANHOLES

The Contractor shall replace the 18” raised hatch manhole for void #6 with a 15”x23” raised hatch manhole and fabricate and install new high quality neoprene gaskets on all man ways and access openings on the vessel. There will be ten (10) 18” raised hatch manholes, two (2) 18” T-bolt flush mount manholes and two (2) 15”x23” raised hatch manholes upon completion of work. After installation, the manhole covers shall be inspected by applying two (2) psi of pressure to the compartments and visually inspecting for air leaks.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Manholes shall be measured as a lump sum, and payable under the following item:

NS-FBT-00720 Manholes Lump Sum

SEA CHEST and BILGE SUCTION VALVES

The Contractor shall inspect and determine condition of all piping, sea suction, bonnets, and strainers and sea chest valves as directed by USCG. The bilge system consists of fourteen (14) 1.5 inch threaded, angle gate valves at the bilge manifold, fourteen (14) each 1.5 inch threaded check valves at the bilge manifold, fourteen (14) each 1.5 inch threaded swing check valves located in the voids.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with the Sea Chest and Bilge Suction Valves shall be measured as a lump sum, and payable under the following item:

NS-FBT-01320 Sea Chest and Bilge Suction Valves Lump Sum

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LANDING BARGE ELECTRICAL SYSTEM

Replace two (2) watertight junction boxes located in the voids, one (1) located in void #7 and one (1) located in void #10. Both new watertight junction boxes are to have wiring re-installed and tested.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Landing Barge Electrical System shall be measured as a lump sum, and payable under the following item:

NS-FBT-00645 Landing Barge Electrical System	Lump Sum
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ANCHOR AND DAVIT

Relocate the 5-ton anchor winch and approximate 75 pound anchor from the port bow to the starboard stern. The contractor shall also install an (H-shaped) pipe frame to guide wire rope overboard and an anchor mounting point on the stern of the vessel. The final location of the anchor winch, pipe frame, anchor mount and anchor will be specified/approved by the LADOTD representative before installation.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with Anchor and Davit shall be measured as a lump sum, and payable under the following item:

NS-FBT-00060 Anchor and Davit	Lump Sum
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REPLACE (Rescue Boat Winch)

The contractor shall replace the rescue boat winch with a new MY-TE AC36B winch or owner approved equivalent. The winch will have the following factory option(s): hand crank. The winch will be mounted in the same location as the existing winch. It is the contractor's responsibility to fully install and make operational the winch, which includes providing all necessary materials.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with the Replacement of Rescue Boat Winch shall be measured as a lump sum, and payable under the following item:

NS-FBT-01190 Replace (Rescue Boat Winch)	Lump Sum
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SPECIAL PROVISIONS**

REPLACE (Ramp Wire Rope)

The contractor shall replace the ¾" wire rope used for the ramps with new ¾" 6x37 IWRC wire rope. The contractor shall also add four (4) new padeyes, four (4) new Crosby snatch blocks stock # 203087 or owner approved equivalent, four (4) new 8-1/2 ton Crosby G-2130 bolt type anchor shackles or owner approved equivalent and four (8) new Durabilt turnbuckles product # CDR-24-J-J or owner approved equivalent. The location of the padeyes, snatch blocks, shackles and turnbuckles will be determined by the LADOTD representative. The total length of cable required for this pay item will be approximately five-hundred feet (500') and will require eight (8) thimbles. The contractor is to supply all necessary hardware required for assembly of the thimbles. The contractor shall provide all necessary labor and equipment to rig the barge as directed by LADOTD.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with the Replacement of Ramp Wire Rope shall be measured as a lump sum, and payable under the following item:

NS-FBT-01190	Replace (Ramp Wire Rope)	Lump Sum
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REPLACE (Fenders)

The contractor shall replace the four (4) Laminated Side Fenders, 1'x1'x1' on the port side. The contractor shall also purchase, install, and paint (refer to "Hull Painting" specification) four (4) new Laminated Side Fenders, 1'x1'x1' on the starboard side. The location of the new Laminated Side Fenders will be determined by the LADOTD representative.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with the Replacement and additional Fenders shall be measured as a lump sum, and payable under the following item:

NS-FBT-01190	Replace (Fenders)	Lump Sum
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REPLACE (Ramp Pins)

The contractor shall replace all the ramp pins with removable and greasable pins of a design approved by the owner. The existing pins are 2" diameter and 9" long. There are ten (10) pins in total (five (5) pins per ramp). Grease inserts are to be installed and accessible from the deck.

Any additional repair work required as result of the above will be negotiated as a separate change order.

All costs associated with the Replacement of Ramp Pins shall be measured as a lump sum, and payable under the following item:

NS-FBT-01190	Replace (Ramp Pins)	Lump Sum
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MATERIAL SUBSTITUTIONS

Reference to a specific manufacturer/product is intended to denote the quality of the product and not to specifically exclude other acceptable Owner approved equals. This provision applies to any material specified in this contract. All substitutions must obtain owner approval prior to being used on this project.

Items will be determined to be owner approved equal if upon review by the Project Engineer the item meets or exceeds the specifications of the referenced items and fits the design and function of the project.

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SPECIAL PROVISIONS

CONTRACT TIME (11/16): The entire contract shall be completed in all details and ready for final acceptance in accordance with 105.17.2 within **ninety (90) calendar** days.

Prior to assessment of contract time, the contractor will be allowed 30 calendar days from the date stipulated in the Notice to Proceed to commence with portions of the contract work including but not limited to assembly periods, preparatory work for materials fabrications such as test piles, or other activities which hinder progress in the beginning stages of construction. Prior to issuance of the Notice to Proceed, the Department will consider extending the assembly period upon written request from the contractor justifying the need for additional time.

The contractor shall be responsible for maintenance of traffic from the beginning of the assembly period. During the assembly period, the contractor will be allowed to do patching and other maintenance work necessary to maintain the roadway with no time charges when approved by the engineer.

If the contractor begins regular construction operations prior to expiration of the assembly period, the assessment of contract time will commence at the time construction operations are begun.

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS**

FEMALE AND MINORITY PARTICIPATION IN CONSTRUCTION

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the director of OFCCP. Execution of the contract by the successful bidder and any subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in this notice.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

AREA	PARISH OR COUNTY	GOAL (%)
FEMALE PARTICIPATION		
-	All Covered Areas	6.9
MINORITY PARTICIPATION (UNDER NEW ORLEANS PLAN)		
-	* See Note Below	20 to 23
MINORITY PARTICIPATION (NOT UNDER NEW ORLEANS PLAN)		
1	Jefferson LA, Orleans LA, St. Bernard LA, St. Tammany LA	31.0
2	Assumption LA, Lafourche LA, Plaquemines LA, St. Charles LA, St. James LA, St. John the Baptist LA, Tangipahoa LA, Terrebonne LA, Washington LA, Forrest MS, Lamar MS, Marion MS, Pearl River MS, Perry MS, Pike MS, Walthall MS	27.7
3	Ascension LA, East Baton Rouge LA, Livingston LA, West Baton Rouge, LA	26.1
4	Concordia LA, East Feliciana LA, Iberville, LA, Pointe Coupee LA, St. Helena LA, West Feliciana LA, Adams MS, Amite MS, Wilkinson, MS	30.4
5	Lafayette LA	20.6
6	Acadia LA, Evangeline LA, Iberia LA, St. Landry LA, St. Martin LA, St. Mary LA, Vermillion LA	24.1
7	Calcasieu LA	19.3
8	Allen LA, Beauregard LA, Cameron LA, Jefferson Davis LA, Vernon LA	17.8
9	Grant LA, Rapides LA	25.7
10	Avoyelles LA, Bienville LA, Bossier LA, Caddo LA, Claiborne LA, DeSoto LA, Natchitoches LA, Red River LA, Sabine LA, Webster LA, Winn LA	29.3
11	Ouachita LA	22.8
12	Caldwell LA, Catahoula LA, East Carroll LA, Franklin LA, Jackson LA, LaSalle LA, Lincoln LA, Madison LA, Morehouse LA, Richland LA, Tensas LA, Union LA, West Carroll LA,	27.9

*These goals apply only to those contractors signatory to the New Orleans Plan and only with respect to those trades which have unions participating in said Plan. The New Orleans Plan Covered Area is as follows: The parishes of Orleans, Jefferson, St. Bernard, St. Tammany, St. Charles, St. John the Baptist, Plaquemines, Washington, Terrebonne, Tangipahoa (that area east of the Illinois Central Railroad), Livingston (that area southeast of the line from a point off the Livingston and Tangipahoa Parish line adjacent from New Orleans and Baton Rouge), St. James (that area southeast of a line drawn from the Town of Gramercy to the point of intersection of St. James, Lafourche and Assumption Parishes), and Lafourche.

These goals are applicable to all the contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor is also subject to the goals for both its federally involved and non-federally involved construction.

The contractor's compliance with the Executive Order and the regulations in 41 CFR 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor, or from project to project, for the purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Regional Administrator of the Office of Federal Contract Compliance Programs (555 Griffin Square Building, Dallas, TX 75202) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and geographical area in which the contract is to be performed.

4. As used in this Notice and in the contract, the "covered area" is that area shown in the foregoing table in which the project is located.

The following Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246) shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts in excess of \$10,000. Execution of the contract by the successful bidder and any

subsequent subcontracts will be considered the contractor's and subcontractor's commitment to the EEO provisions contained in these Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. If the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, he shall include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved Plan is required to comply with his obligations under the EEO clause, and to make good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractor or subcontractors toward a goal in an

approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals.

4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction work in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any OFCCP office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement, to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications will be based on his effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign 2 or more women to each construction project. The contractor shall ensure that all foremen, superintendents and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor has taken.
- d. Provide immediate written notification to the Director when the union or unions with which the contractor has a collective bargaining agreement has not referred to the contractor a minority person or woman set by the contractor, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting his EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendent, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, including minority and female news media, and providing written notification to and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than 1 month prior to the date for the acceptance of

- applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above describing the openings, screening procedures and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women, and where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR 60-3.
 - l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet his goals and timetables and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.
9. A goal for minorities and a separate goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a group is employed

in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive Order if a minority group of women is underutilized).

10. The contractor shall not use the goals or affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The contractor shall not enter into a subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling his obligations under these specifications, shall implement specific affirmative actions steps, at least as extensive as the standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors will not be required to maintain separate records.

15. Nothing herein shall be construed as a limitation on the application of other laws which establish different standards of compliance or on the application of requirements for hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

16. In addition to the reporting requirements set forth elsewhere in this contract, the contractor and subcontractors holding subcontracts (not including material suppliers) in excess of \$10,000

shall submit for every month of July during which work is performed, employment data as contained under Form FHWA-1391 in accordance with instructions included thereon.

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS**

NEW ORLEANS PLAN

Each bidder, contractor or subcontractor (hereinafter called the contractor) must fully comply with these bid conditions as to each construction trade intended to be used on this construction contract and all other construction work (both federal and nonfederal) in New Orleans Plan Area during the performance of this contract or subcontract. The contractor commits to the minority and female employment utilization goals set forth herein and all other requirements, terms and conditions expressed herein by submitting a properly signed bid.

The contractor shall appoint a company executive to assume the responsibility for implementation of the requirements, terms and conditions of these bid conditions.

These specifications implementing the New Orleans Plan for employment of minorities and females have been imposed by the U. S. Department of Labor by order on September 8, 1971, as amended, for all nonexempt federal and federally assisted construction contracts to be awarded in the area of jurisdiction of the Southeast Louisiana Building and Construction Trades Council in the City of New Orleans and Southeast Louisiana. This area consists of the parishes of Orleans, Jefferson, St. Bernard, St. Tammany, St. Charles, St. John the Baptist, Plaquemines, Washington, Terrebonne, Tangipahoa (that area east of the Illinois Central Railroad), Livingston (that area southeast of the line from a point off the Livingston and Tangipahoa Parish line adjacent from New Orleans and Baton Rouge), St. James (that area southeast of a line drawn from the Town of Gramercy to the point of intersection of St. James, Lafourche and Assumption Parishes), and Lafourche.

The provisions of these bid conditions apply to contractors which are party to collective bargaining agreements with labor organizations which together have agreed to the New Orleans Area Construction Program (hereinafter called the New Orleans Plan) for equal opportunity and have jointly made a commitment to goals of minority and female utilization. The New Orleans Plan is a voluntary agreement between (1) Southeast Louisiana Building and Construction Trades Council; (2) contractors and subcontractors who are signatory to the New Orleans Plan; (3) the Urban League of Greater New Orleans and representatives of the minority community; and (4) the City of New Orleans. The New Orleans Plan, together with all implementing agreements that have been and may hereafter be developed pursuant thereto, are incorporated herein by reference.

The requirements set forth herein shall constitute the specific affirmative action requirements for activities under this contract and supplement the equal employment opportunity requirements set forth in the Required Contract Provisions.

The contractor and all subcontractors holding contracts in excess of \$10,000 shall comply with the following minimum requirement activities of equal employment opportunity. The contractor shall include these requirements in every subcontract in excess of \$10,000 with such modification of language as necessary to make them binding on the subcontractor.

Each contractor and subcontractor shall submit a monthly employment utilization report, Standard Form 257, covering the contractor's entire work force employed on all contracts (both federal and nonfederal) held in the New Orleans Area. In addition, a list of the federal and nonfederal contracts which are covered by the report shall be furnished. The report shall be submitted to the engineer no later than the 10th day following the end of the month being reported. The report shall end on the next to the last Saturday in the month being reported and shall reflect all hours worked between this date and the close out date in the preceding month. Copies of all payrolls and personnel data shall be retained for 3 years after final acceptance of the project. These records and documents, or copies thereof, shall be made available at reasonable times and places for inspection by an authorized representative of the State or Federal Government and shall be submitted upon request with any other compliance information which such representative may require.

In addition to the reporting requirements set forth above, the contractor and the subcontractors holding subcontracts, not including material suppliers, in excess of \$10,000 shall submit for every month of July during which work is performed, employment data as contained under Form FHWA-1391, and in accordance with the instructions included thereon.

A contractor may be in compliance with these bid conditions by its participation in the New Orleans Plan and applicable provisions contained in the "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246)" and Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246).

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
SUPPLEMENTAL SPECIFICATIONS**

SPECIFIC EQUAL EMPLOYMENT OPPORTUNITY RESPONSIBILITIES

1. General

a. Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by Executive Orders 11246 and 11375 are set forth in Required Contract Provisions (Form FHWA-1273) and these Supplemental Specifications which are imposed pursuant to Section 140 of Title 23, U.S.C., as established by Section 22 of the Federal Aid Highway Act of 1968. The requirements set forth herein shall constitute the specific affirmative action requirements for project activities under this contract and supplement the EEO requirements set forth in the Required Contract Provisions.

b. The contractor shall work with the Department and the Federal Government in carrying out EEO obligations and in their review of his activities under the contract.

c. The contractor and all his subcontractors holding subcontracts not including material suppliers, of \$10,000 or more, shall comply with the following minimum specific requirement activities of EEO. The EEO requirements of Executive Order 11246, as set forth in the Federal-Aid Policy Guide 23 CFR 230A, are applicable to material suppliers as well as contractors and subcontractors. The contractor shall include these requirements in every subcontract of \$10,000 or more with such modification of language as necessary to make them binding on the subcontractor.

2. EEO Policy

The contractor shall accept as his operating policy the following statement which is designed to further the provision of EEO to all persons without regard to their race, color, religion, sex or national origin, and to promote the full realization of EEO through a positive continuing program:

It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship and on-the-job training.

3. EEO Officer

The contractor shall designate and make known to the Department an EEO Officer who shall have the responsibility for and must be capable of effectively administering and promoting an active contractor EEO program and who must be assigned adequate authority and responsibility to do so.

4. Dissemination of Policy

a. All members of the contractor's staff who are authorized to hire, supervise, promote and discharge employees, or who recommend such action, or who are substantially involved in such action, shall be made fully cognizant of and shall implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions shall be taken as a minimum:

(1) Periodic meetings of supervisory and personnel office employees shall be conducted before the start of work and then at least once every 6 months, at which time the contractor's EEO policy and its implementation shall be reviewed and explained. The meetings shall be conducted by the EEO Officer or other knowledgeable company official.

(2) All new supervisory or personnel office employees shall be given a thorough indoctrination by the EEO Officer or other knowledgeable company official covering all major aspects of the contractor's EEO obligations within 30 days after their reporting for duty with the contractor.

(3) All personnel who are engaged in direct recruitment for the project shall be instructed by the EEO Officer or appropriate company official in the contractor's procedures for locating and hiring minority group employees.

b. To make the contractor's EEO policy known to all employees, prospective employees and potential sources of employees, i.e., schools, employment agencies, labor unions (where appropriate), college placement officers, etc., the contractor shall take the following actions:

(1) Notices and posters setting forth the contractor's EEO policy shall be placed in areas readily accessible to employees, applicants for employment and potential employees.

(2) The contractor's EEO policy and the procedures to implement such policy shall be brought to the attention of employees by means of meetings, employee handbooks or other appropriate means.

5. Recruitment

a. When advertising for employees, the contractor shall include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements shall be published in newspapers or other publications having a large circulation among minority groups in the area from which the project work force would normally be derived.

b. The contractor shall, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants, including, but not limited to, State employment agencies, schools, colleges and minority group organizations. To meet this requirement, the contractor shall, through his EEO Officer, identify sources of potential minority group employees and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.

If the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with equal employment opportunity contract provisions. (The U.S. Department of Labor has held that where implementation of such agreements has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor shall encourage his present employees to refer minority group applicants for employment by posting appropriate notices or bulletins in areas accessible to all such employees. In addition, information and procedures with regard to referring minority group applicants shall be discussed with employees.

6. Personnel Actions

Wages, working conditions and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff and termination, shall be taken without regard to race, color, religion, sex or national origin. The following procedures shall be followed.

a. The contractor shall conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor shall periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor shall periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor shall promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor shall promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, shall attempt to resolve such complaints, and shall take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor shall inform every complainant of all of his avenues of appeal.

7. Training and Promotion

a. The contractor shall assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship and job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. If the Supplemental Specifications for Job Training are provided under this contract, this subparagraph will be superseded as indicated in Attachment 2.

c. The contractor shall advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor shall periodically review the training and promotion potential of minority group and women employees and shall encourage eligible employees to apply for such training and promotion.

8. Unions

If the contractor relies in whole or in part upon unions as a source of employees, the contractor shall use his best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent shall include the procedures set forth below:

a. The contractor shall use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor shall use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex or national origin.

c. The contractor shall obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the Department and shall set forth what efforts have been made to obtain such information.

d. If the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor shall, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex or national origin, making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The U.S. Department of Labor has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) If the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these specifications, such contractor shall immediately notify the Department.

9. Subcontracting

a. The contractor shall use his best efforts to solicit bids from and utilize minority group subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of minority-owned construction firms from the Department.

b. The contractor shall use his best efforts to ensure subcontractor compliance with their EEO obligations.

10. Records and Reports

a. The contractor shall keep such records as necessary to determine compliance with the contractor's EEO obligations. The records kept by the contractor shall indicate:

(1) the number of minority and nonminority group members and women employed in each work classification on the project,

(2) the progress and efforts being made in cooperation with unions to increase employment opportunities for minorities and women (applicable only to contractors who rely in whole or in part on unions as a source of their work force),

(3) the progress and efforts being made in locating, hiring, training, qualifying and upgrading minority and female employees, and

(4) the progress and efforts being made in securing the services of minority group subcontractors with meaningful minority and female representation among their employees.

b. All such records must be retained for a period of 3 years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the Department and the Federal Highway Administration.

c. The contractor shall submit an annual report to the Department each July for the duration of the project, indicating the number of minority, women and nonminority group employees currently engaged in each work classification required by the contract work. This information shall be reported on Form PR-1391. If job training is required, the contractor shall furnish Form DOTD 03-37-0014.

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section IX in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**LOUISIANA
DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT
REQUIRED CONTRACT PROVISIONS FOR
DBE/SBE PARTICIPATION IN FEDERAL AID CONSTRUCTION
CONTRACTS
(DBE/SBE NO GOAL PROJECT)**

A. AUTHORITY AND DIRECTIVE: The Code of Federal Regulations, Title 49, Part 26 (49 CFR 26) as amended and the Louisiana Department of Transportation and Development's (DOTD) Disadvantaged Business Enterprise (DBE) and Small Business Element (SBE) Programs, are hereby made a part of and incorporated by reference into this contract. Copies of these documents are available upon request, from DOTD, Compliance Programs Office, P. O. Box 94245, Baton Rouge, LA 70804-9245.

B. POLICY: It is the policy of the DOTD that it shall not discriminate on the basis of race, color, national origin, or sex in the award of any United States Department of Transportation (US DOT) financially assisted contracts or in the administration of its DBE/SBE programs or the requirements of 49 CFR Part 26. The DOTD shall take all necessary and reasonable steps under 49 CFR Parts 26 to ensure nondiscrimination in the award and administration of US DOT assisted contracts. The DBE/SBE programs, as required by 49 CFR Part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification of failure to carry out the approved DBE/SBE programs, the US DOT may impose sanctions as provided for under 49 CFR Parts 26 and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq).

C. DBE/SBE OBLIGATION: The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of US DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the DOTD deems appropriate.

The preceding policy and DBE/SBE obligation shall apply to this contract and shall be included in the requirements of any subcontract. Failure to carry out the requirements set forth therein shall constitute a breach of contract and, after notification by DOTD, may result in termination of the contract, a deduction from the contract funds due or to become due the contractor or other such remedy as DOTD deems appropriate. The contractor is encouraged to use the services offered by banks in the community which are owned and controlled by minorities or women when feasible and beneficial.

The terms DBE/SBE are inclusive of women business enterprises (WBE) and all obligations applicable to DBE/SBE shall apply to firms certified and listed as WBE.

D. SPECIFIC CONTRACTOR REQUIREMENTS: This project has not been selected for a specific DBE/SBE goal; however, the contractor is required to meet the following obligations and by signing this bid gives the assurances that:

(1) The contractor shall not discriminate on the basis of race, color, national origin, or sex in subcontracting work on this project.

(2) The contractor shall promptly pay subcontractors and suppliers their respective subcontract amounts within 14 calendar days after the contractor receives payment from DOTD for the items of work performed by the subcontractors in accordance with Louisiana Revised Statute 9:2784. Retainage may not be withheld.

a. Delay or postponement of payment to the subcontractor may be imposed by the contractor only when there is evidence that the subcontractor has failed to pay its labor force and suppliers for materials received and used on the project. Delay or postponement must have written approval by the Project Engineer.

(3) The contractor shall submit DOTD Forms OMF-1A, Request to Sublet, and OMF-2A, Subcontractor's EEO Certification and have them approved by the DOTD prior to any subcontracting work being performed. The requirements of Subsection 108.01, Subletting of Contract, of the Project Specifications shall be met.

(4) The contractor understands that these provisions are applicable to all bidders including DBE/SBE bidders.

**STATE OF LOUISIANA
DEPARTMENT OF TRANSPORTATION AND
DEVELOPMENT**



**CONSTRUCTION PROPOSAL
INFORMATION
FOR**

FEDERAL AID PROJECT H013263

**STATE PROJECT NO. H.013263
BARGE 305-035:
DRYDOCK FOR USCG EXAM (2019)**

STATEWIDE

BID BOND

A Bid Bond is required when the bidder's total bid amount as calculated by the Department in accordance with Subsection 103.01 is greater than \$50,000. *(See Section 102 of the Specifications.)*

_____, as Principal
(Bidder) and
_____, as Surety,
are bound unto the State of Louisiana, Department of Transportation and Development, (hereinafter called the Department) in the sum of five percent (5%) of the bidder's total bid amount as calculated by the Department for payment, of which the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, as solidary obligors.

Signed and sealed this _____ day of _____, 20_____.

The condition of this obligation is such that, whereas the Principal has submitted a bid to the Department on a contract for the construction of **STATE PROJECT NO. H.013263, Federal Aid NO. H013263, BARGE 305-035: DRYDOCK FOR USCG EXAM (2019), STATEWIDE**, if the bid is accepted and the Principal, within the specified time, enters into the contract in writing and gives bond with Surety acceptable to the Department for payment and performance of said contract, this obligation shall be void; otherwise to remain in effect.

_____ Principal (Bidder or First Partner to Joint Venture) By _____ Authorized Officer-Owner-Partner _____ Typed or Printed Name	_____ If a Joint Venture, Second Partner By _____ Authorized Officer-Owner-Partner _____ Typed or Printed Name
 _____ Surety By _____ (Seal) Agent or Attorney-in-Fact _____ Typed or Printed Name	

To receive a copy of the contract and subsequent correspondence / communication from LA DOTD, with respect to the bid bonds, the following information must be provided:

_____ Bonding Agency or Company Name	_____ Address
_____ Agent or Representative	_____ Phone Number / Fax Number



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

6/4/2018

Proposal Schedule of Items

Page 1 of 3

Proposal ID: H.013263.6

Project(s): H.013263.6

SECTION: 1

General Items

Proposal Line Number	Item ID	Description Unit Price (In Words, Ink or Typed)	Approximate Quantity	Unit of Measure
0001	NS-FBT-00060	Anchor and Davit		LUMP SUM
				Dollars
				Cents
0002	NS-FBT-00100	Anodes		LUMP SUM
				Dollars
				Cents
0003	NS-FBT-00160	Bulwark and Deck Painting		LUMP SUM
				Dollars
				Cents
0004	NS-FBT-00340	Dry Docking		LUMP SUM
				Dollars
				Cents
0005	NS-FBT-00360	Dry Docking Inspection		LUMP SUM
				Dollars
				Cents
0006	NS-FBT-00540	Hull Painting		LUMP SUM
				Dollars
				Cents
0007	NS-FBT-00645	Landing Barge Electrical System		LUMP SUM
				Dollars
				Cents



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

6/4/2018

Proposal Schedule of Items

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Proposal ID: H.013263.6

Project(s): H.013263.6

SECTION: 1

General Items

Proposal Line Number	Item ID	Description Unit Price (In Words, Ink or Typed)	Approximate Quantity	Unit of Measure
0008	NS-FBT-00720	Manholes		LUMP SUM
				Dollars
				Cents
0009	NS-FBT-00740	Miscellaneous Steel Repairs (Deckhouse)		LUMP SUM
				Dollars
				Cents
0010	NS-FBT-00740	Miscellaneous Steel Repairs (Diamond Tread Deck Inserts)		LUMP SUM
				Dollars
				Cents
0011	NS-FBT-00741	Miscellaneous Steel Repairs	3,000.000	LB
				Dollars
				Cents
0012	NS-FBT-01190	Replace (Fenders)		LUMP SUM
				Dollars
				Cents
0013	NS-FBT-01190	Replace (Ramp Pins)		LUMP SUM
				Dollars
				Cents
0014	NS-FBT-01190	Replace (Ramp Wire Rope)		LUMP SUM
				Dollars
				Cents



LOUISIANA DEPARTMENT OF
TRANSPORTATION & DEVELOPMENT

6/4/2018

Proposal Schedule of Items

Page 3 of 3

Proposal ID: H.013263.6

Project(s): H.013263.6

SECTION: 1

General Items

Proposal Line Number	Item ID	Description Unit Price (In Words, Ink or Typed)	Approximate Quantity	Unit of Measure
0015	NS-FBT-01190	Replace (Rescue Boat Winch)		LUMP SUM
				Dollars
				Cents
0016	NS-FBT-01320	Sea Chest and Bilge Suction Valves		LUMP SUM
				Dollars
				Cents
0017	NS-FBT-01440	Sonic Gauging		LUMP SUM
				Dollars
				Cents
0018	NS-FBT-01480	Void and Ballast Compartment Treatment and Painting (3,500 Square Feet of Painting)		LUMP SUM
				Dollars
				Cents
Section: 1			Total:	
			Total Bid:	

CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM

THIS FORM, THE SCHEDULE OF ITEMS, AND THE PROPOSAL GUARANTY MUST BE COMPLETED AS INDICATED AND SUBMITTED TO THE LOUISIANA DEPARTMENT OF TRANSPORTATION AND DEVELOPMENT (DOTD) TO CONSTITUTE A VALID BID

STATE PROJECT NO.

H.013263

FEDERAL AID PROJECT NO.

H013263

NAME OF PROJECT

BARGE 305-035: DRYDOCK FOR USCG EXAM (2019)

I (WE) HEREBY CERTIFY THAT I (WE) HAVE CAREFULLY EXAMINED THE PROPOSAL, PLANS AND SPECIFICATIONS, INCLUDING ANY AND ALL ADDENDA, AND THE SITE OF THE ABOVE PROJECT AND AM (ARE) FULLY COGNIZANT OF ALL PROPOSAL DOCUMENTS, THE MASTER COPY OF WHICH IS ON FILE AT DOTD HEADQUARTERS IN BATON ROUGE, LA., AND ALL WORK, MATERIALS AND LABOR REQUIRED THEREIN, AND AGREE TO PERFORM ALL WORK, AND SUPPLY ALL NECESSARY MATERIALS AND LABOR REQUIRED FOR SUCCESSFUL AND TIMELY COMPLETION OF THE ABOVE PROJECT AND TO ACCEPT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS ATTACHED HERETO AND MADE A PART HEREOF MULTIPLIED BY THE ACTUAL QUANTITY OF UNIT OF MEASURE PERFORMED FOR EACH ITEM, AS AUDITED BY DOTD, AS FULL AND FINAL PAYMENT FOR ALL WORK, LABOR AND MATERIALS NECESSARY TO COMPLETE THE ABOVE PROJECT, SUBJECT TO INCREASE ONLY FOR PLAN CHANGES (CHANGE ORDERS) APPROVED BY THE DOTD CHIEF ENGINEER OR HIS DESIGNEE. THIS BID IS SUBMITTED IN ACCORDANCE WITH THE GENERAL BIDDING REQUIREMENTS IN THE CONSTRUCTION PROPOSAL AND ALL SPECIAL PROVISIONS, PLANS, SUPPLEMENTAL SPECIFICATIONS, AND THE LOUISIANA STANDARD SPECIFICATIONS FOR ROADS AND BRIDGES (2016 EDITION). I (WE) UNDERSTAND THAT THE SUMMATION OF THE PRODUCTS OF THE UNIT PRICES BID ON THE SCHEDULE OF ITEMS MULTIPLIED BY THE ESTIMATED QUANTITY OF UNIT OF MEASURE FOR EACH ITEM, ALONG WITH ANY OTHER FACTORS SPECIFIED TO BE APPLICABLE SUCH AS CONSTRUCTION TIME AND/OR LANE RENTAL, SHALL BE THE BASIS FOR THE COMPARISON OF BIDS. I (WE) UNDERSTAND THAT THE SCHEDULE OF ITEMS MUST CONTAIN UNIT PRICES WRITTEN OUT IN WORDS AND THAT THE SCHEDULE OF ITEMS SUBMITTED AS PART OF THIS BID IS ON THE FORM SUPPLIED BY DOTD IN THE BID PROPOSAL. MY (OUR) PROPOSAL GUARANTY IN THE AMOUNT SPECIFIED FOR THE PROJECT IS ATTACHED HERETO AS EVIDENCE OF MY (OUR) GOOD FAITH TO BE FORFEITED IF THIS BID IS ACCEPTED BY DOTD AND I (WE) FAIL TO COMPLY WITH ANY REQUIREMENT NECESSARY FOR AWARD AND EXECUTION OF THE CONTRACT, AS WELL AS, SIGN AND DELIVER THE CONTRACT AND PAYMENT/PERFORMANCE/RETAINAGE BOND AS REQUIRED IN THE SPECIFICATIONS.

NONCOLLUSION DECLARATION (APPLICABLE TO FEDERAL-AID PROJECTS)

I (WE) DECLARE UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND THE STATE OF LOUISIANA THAT I (WE) HAVE NOT DIRECTLY OR INDIRECTLY, ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THE CONTRACT FOR THIS PROJECT NOR VIOLATED LA. R.S. 48:254.

BIDDER'S DBE GOAL STATEMENT (APPLICABLE TO DBE GOAL PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A DISADVANTAGED BUSINESS ENTERPRISE (DBE) GOAL PROJECT IN ACCORDANCE WITH THE DBE PROVISIONS OF THIS CONTRACT, THE BIDDER ASSURES DOTD THAT HE/SHE WILL MEET OR EXCEED THE DBE CONTRACT GOAL, OR IF THE BIDDER CANNOT MEET THE REQUIRED DBE GOAL, THE BIDDER ASSURES DOTD THAT HE/SHE HAS MADE AND CAN DOCUMENT GOOD FAITH EFFORTS MADE TOWARDS MEETING THE GOAL REQUIREMENT IN ACCORDANCE WITH THE CONTRACT AND DBE PROGRAM MANUAL INCORPORATED HEREIN BY REFERENCE.

THE APPARENT LOW BIDDER SHALL COMPLETE AND SUBMIT TO THE DOTD COMPLIANCE PROGRAMS OFFICE, FORM CS-6AAA AND ATTACHMENT(S) AND, IF NECESSARY, DOCUMENTATION OF GOOD FAITH EFFORTS MADE BY THE BIDDER TOWARD MEETING THE GOAL, WITHIN SEVEN CALENDAR DAYS AFTER THE OPENING OF BIDS FOR THIS PROJECT. RESPONSIVENESS OF INFORMATION SUPPLIED IN THIS SECTION OF THIS CONSTRUCTION PROPOSAL SIGNATURE AND EXECUTION FORM IS GOVERNED BY THE DBE REQUIREMENTS INCLUDED WITHIN THE SPECIFICATIONS AND DBE PROGRAM MANUAL.

CERTIFICATION OF EMPLOYMENT OF LOUISIANA RESIDENTS TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECTS (APPLICABLE TO TIME PROJECTS)

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS A TRANSPORTATION INFRASTRUCTURE MODEL FOR ECONOMIC DEVELOPMENT (TIME) PROJECT AS DEFINED IN ACT NO. 16 OF THE 1989 FIRST EXTRAORDINARY SESSION OF THE LEGISLATURE WHICH ENACTED PART V OF CHAPTER 7 OF SUBTITLE II OF TITLE 47 OF THE LOUISIANA REVISED STATUTES OF 1950, COMPRISED OF R.S. 47:820.1 THROUGH 820.6.

THE BIDDER CERTIFIES THAT AT LEAST 80 PERCENT OF THE EMPLOYEES EMPLOYED ON THIS TIME PROJECT WILL BE LOUISIANA RESIDENTS IN ACCORDANCE WITH LOUISIANA R.S. 47:820.3.

NON PARTICIPATION IN PAYMENT ADJUSTMENT (ASPHALT CEMENT AND FUELS) STATEMENT

IF THIS PROJECT IS DESIGNATED BY SPECIAL PROVISION AS BEING SUBJECT TO PAYMENT ADJUSTMENT FOR ASPHALT CEMENT AND/OR FUELS, THE BIDDER HAS THE OPTION OF REQUESTING EXCLUSION FROM SAID PAYMENT ADJUSTMENT PROVISIONS THAT ARE ESTABLISHED BY SPECIAL PROVISION ELSEWHERE HEREIN.

IF THE BIDDER DESIRES TO BE EXCLUDED FROM THESE PAYMENT ADJUSTMENT PROVISIONS,

THE BIDDER IS REQUIRED TO MARK HERE

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FAILURE TO MARK THIS BOX PRIOR TO BID OPENING WILL CONSTITUTE FORFEITURE OF THE BIDDER'S OPTION TO REQUEST EXCLUSION.

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STATE PROJECT NO. **H.013263**

BIDDER SIGNATURE REQUIREMENTS (APPLICABLE TO ALL PROJECTS)

THIS BID FOR THE CAPTIONED PROJECT IS SUBMITTED BY:

(Name of Principal (Individual, Firm, Corporation, or Joint Venture))

(If Joint Venture, Name of First Partner)

(Louisiana Contractor's License Number of Bidder or First Partner to Joint Venture)

(Business Street Address)

(Business Mailing Address, if different)

(Area Code and Telephone Number of Business)

(Telephone Number and Name of Contact Person)

(Telecopier Number, if any)

(If Joint Venture, Name of Second Partner)

(Louisiana Contractor's License Number of Second Partner to Joint Venture)

(Business Street Address)

(Business Mailing Address, if different)

(Area Code and Telephone Number of Business)

(Telephone Number and Name of Contact Person)

(Telecopier Number, if any)

ACTING ON BEHALF OF THE BIDDER, THIS IS TO ATTEST THAT THE UNDERSIGNED DULY AUTHORIZED REPRESENTATIVE OF THE ABOVE CAPTIONED FIRM, CORPORATION OR BUSINESS, BY SUBMISSION OF THIS BID, AGREES AND CERTIFIES THE TRUTH AND ACCURACY OF ALL PROVISIONS OF THIS PROPOSAL, INCLUSIVE OF THE REQUIREMENTS, STATEMENTS, DECLARATIONS AND CERTIFICATIONS ABOVE AND IN THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY. EXECUTION AND SIGNATURE OF THIS FORM AND SUBMISSION OF THE SCHEDULE OF ITEMS AND PROPOSAL GUARANTY SHALL CONSTITUTE AN IRREVOCABLE AND LEGALLY BINDING OFFER BY THE BIDDER.

(Signature)

(Printed Name)

(Title)

(Date of Signature)

(Signature)

(Printed Name)

(Title)

(Date of Signature)

CONTRACTOR'S TOTAL BASE BID \$ _____

IT IS AGREED THAT THIS TOTAL, DETERMINED BY THE BIDDER, IS FOR PURPOSES OF OPENING AND READING BIDS ONLY, AND THAT THE LOW BID FOR THIS PROJECT WILL BE DETERMINED FROM THE EXTENSION AND TOTAL OF THE BID ITEMS BY DOTD.

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